

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

United States of America,

Plaintiff,

v.

Case No. 2:23-cv-13037
Honorable Susan K. DeClercq

\$25,760.00 in U.S. Currency; and
18K Rose Gold Rolex-Day Date
40, Model 218235 Watch,

Defendants *in Rem*.

Stipulation for Entry of Consent Judgment and Final Order of Forfeiture

Plaintiff, the United States of America, by and through its attorneys, Julie A. Beck, Acting United States Attorney for the Eastern District of Michigan, and Gjon Juncaj, Assistant United States Attorney, and the claimants William Davis and Sandraia Latham (“claimants”), individually, and by and through their attorney, Marshall Goldberg (the United States and claimants shall be referred to collectively as, “the Parties”) enter into this Stipulation for Entry of Consent Judgment and Final Order of Forfeiture as to the following Defendants *in rem* in this case: \$25,760.00 in U.S. Currency and 18K Rose Gold Rolex-Day Date 40, Model 218235 Watch.

As part of this Stipulation, the Parties agree to the following:

Agents and Task Force Officers with the Drug Enforcement Administration (“DEA”) had reasonable cause to seize the Defendants *in rem* on or about June 15, 2022 at 21XXX Boulder Avenue, Eastpoint, Michigan.

On November 30, 2023, the United States timely filed a civil *in rem* forfeiture complaint against the Defendants *in rem* pursuant to Title 21, United States Code, Section 881 (the “Complaint”). (ECF No. 1).

The United States served a copy of the Complaint and the Warrants of Arrest and Notices *in rem* on potential interested parties on January 8, 2024. (ECF No. 4).

The United States completed notice of the Complaint by publication on January 17, 2024 and filed a Declaration of Publication with the Court on February 27, 2025. (ECF No. 15).

The Claimant William Davis filed an answer to the complaint on February 8, 2024 (ECF No. 5) and Claimant Sandraia Latham filed an answer to the complaint on February 28, 2024 (ECF No. 8). Claimant William Davis filed a verified statement of interest for \$7,910.00 of the Defendant *in rem* \$25,760.00 in U.S. Currency and for the 18K Rose Gold Rolex-Day Date 40, Model 218235 Watch on February 27, 2024. (ECF No. 7). Claimant Sandraia Latham filed a verified claim of interest for \$25,760.00 in U.S. Currency on July 25, 2024. (ECF No. 10)

No other verified claims of interest or responses to the Complaint have been filed with the United States District Court by any other party and the time to file

such pleadings has expired.

The Parties are aware of their respective rights and wish to resolve this action without further litigation and expense under the following terms and conditions:

1. This is an *in rem* civil forfeiture action filed pursuant to Title 21, United States Code, Section 881(a)(6).

2. This Court has jurisdiction and venue over this action pursuant to Title 28, United States Code, Sections 1345, 1355(b)(1)(B), 1391(b), and 1395.

3. The Parties agree that the allegations in the Complaint are well taken and the United States and the law enforcement agents involved in this matter had reasonable cause to seize the Defendants *in rem*, as provided in Title 28, United States Code, Section 2465. The position of the United States, and its agents and employees in this action was and remains substantially justified as set forth in Title 28, United States Code, Section 2412.

4. The claimant shall not claim or seek attorneys' fees and/or costs in connection with this action and knowingly and voluntarily waives any and all claims she may have for attorneys' fees and costs, whether under the Civil Asset Forfeiture Reform Act of 2000, the Equal Access to Justice Act, or any other statute, rule or regulation, including the statutes identified in the preceding paragraph.

5. The Parties stipulate and agree that the following shall be **FORFEITED** to the United States pursuant to Title 21, United States Code, Sections 881, along with any and all accrued interest on the forfeited United States currency (hereinafter, the “Forfeited Property”):

- Defendant *in rem* \$25,760.00 in U.S. Currency; and
- \$5,000.00 in lieu of the Defendant *in rem* 18K Rose Gold Rolex-Day Date 40, Model 218235 Watch.

6. Pursuant to this Agreement, the Court orders that any right, title or ownership interest possessed by the claimants and any of their agents, successors and assigns in the Forfeited Property, and any right, title or ownership interest of any and all other persons in the Forfeited Property is hereby and forever **EXTINGUISHED** and clear title to the Forfeited Property shall **VEST** in the United States, and the United States Marshals Service (“USMS”), or its delegate, is **AUTHORIZED** to dispose of the Forfeited Currency according to law.

7. Counsel for plaintiffs shall cause \$5,000 in funds, made payable to the “United States Marshals Service,” to be delivered as instructed by the United States Attorney’s Office, within fourteen (14) days of the issuance of this Order. The delivered funds shall be forfeited in lieu of the Defendant *in rem* 18K Rose Gold Rolex-Day Date 40, Model 218235 Watch.

8. The Parties stipulate and agree that the following shall be

RETURNED to the claimant William Davis after the \$5,000 substitute funds described in paragraph 7 are delivered to the United States: 18K Rose Gold Rolex-Day Date 40, Model 218235 Watch.

9. Upon signing below, the claimant agrees to unconditionally release, remise and forever discharge the United States, and its agencies, agents, officers and employees, past and present, and all other persons, including but not limited to, agents and employees of the DEA, the United States Attorney's Office, the USMS, any individual local law enforcement officers, departments or agencies, and any other persons who participated or assisted in any aspect of this action and the underlying investigation (the "Released Parties"), from any and all actions, claims, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, and/or demands in law or equity, which the claimant, and/or her assigns, agents, officers, employees, heirs, or successors in interest had, now has, or may have against the Released Parties, for, or on account of, the incidents or circumstances giving rise to any aspect of the seizure, investigation, or forfeiture of the Defendant Currency.

10. The Parties agree that this Stipulation applies exclusively to the captioned civil *in rem* forfeiture action arising from the seizure of the Defendants *in rem*, and does not immunize the claimant or anyone else from criminal prosecution for any illegal conduct associated with the seizure of the Defendant *in*

rem.

11. The execution of this agreement does not constitute any admission of wrongdoing or fact by the claimants or any other party except as otherwise expressly provided herein. This agreement is not admissible in any proceeding, civil or criminal, except for purposes of enforcing or interpreting the terms of this agreement.

12. By signing this Stipulation, the claimants declare that they have read and discussed the terms of this Stipulation with their attorney, Marshall Goldberg. The claimants further declare that they are aware of their rights in this action, and fully understands the terms, conditions, and consequences of entering into this Stipulation. The claimants agree that this Stipulation adequately reflects the Parties' good faith negotiation and resolution of this action without further litigation. Claimants hereby agree to waive any attorney representation conflicts pertaining to this forfeiture matter, including its resolution, and are allowing Attorney Marshall Goldberg to represent them. Claimants warrant that Mr. Goldberg has discussed the issue regarding conflicts with them, that no conflicts exist, and that any conflicts are hereby waived if they do exist.

13. The Parties stipulate and agree that each of the Parties shall bear their own costs and attorneys' fees in this action and in any subsequent action to enforce this Stipulation.

14. This Stipulation encompasses the full agreement of the Parties regarding the Defendants *in rem* \$25,760.00 in U.S. Currency and 18K Rose Gold Rolex-Day Date 40, Model 218235 Watch.

15. This Stipulation may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

16. By their signatures below, the Parties agree to entry of this Stipulation and to all of the terms and conditions set forth herein.

17. Upon entry of this Stipulation by the Court, this document shall constitute a Judgment and Final Order of Forfeiture, and this action shall be CLOSED.

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WHEREFORE, the Parties agree to entry of this Stipulated Order.

Agreed as to form and substance:

Julie A. Beck
Acting United States Attorney

S/Gjon Juncaj
Gjon Juncaj (P63256)
Assistant United States Attorney
211 W. Fort Street, Suite 2001
Detroit, MI 48226
(313) 226-0209
Gjon.Juncaj@usdoj.gov

Dated: February 25, 2025

s/ Marshall Goldberg (see attached)
Marshall Goldberg
Counsel for William Davis and
Sandraia Latham
615 Griswold, Suite 1120
Detroit, Michigan 48226
(313) 247-3265
Megoldberg2003@yahoo.com

Dated: February 28, 2025

s/Sandraia Latham (see attached)
Sandraia Latham
Claimant

Dated: February 28, 2025

s/ William Davis (see attached)
William Davis
Claimant

Dated: February 28, 2025

IT IS SO ORDERED.

Dated: March 4, 2025

/s/Susan K. DeClercq
Honorable Susan K. DeClercq
United States District Court Judge

